

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1(b)

GREENBERG TRAURIG, LLP

Alan J. Brody, Esq.
500 Campus Drive, Suite 400
Florham Park, New Jersey 07932
(973) 443-3543 (Telephone)
(973) 295-1333 (Facsimile)

Counsel to Stem, Inc.

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

DECLARATION OF MIKE CARLSON

I, Mike Carlson, hereby state and declare as follows:

1. I am the President, Managed Services & OEM Hardware for Stem, Inc. (“Stem”) I submit this declaration (the Declaration in support of the joinder (the “Joinder”) of Stem to the *Limited Objection and Reservation of Rights of the Ad Hoc Customer Group to Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Docket No. 296] (the “Objection”) filed Lone Star Solar, LLC,

¹ The above-captioned debtors in these Chapter 11 Cases (the “Debtors”), along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

Idaho Power Company, West Warwick Energy Storage 1, LLC, West Warwick Energy Storage 2, LLC, and West Warwick Energy Storage 3, LLC (each a “Customer,” and collectively, the “Ad Hoc Customer Group”).²

2. I have served as the Chief Operating Officer from September of 2022 until March 2025 and as President, Managed Services & OEM Hardware since March of 2025. In these capacities, I have had direct and comprehensive oversight of Stem’s products, operations, and service offerings. My responsibilities have included the strategic and operational leadership of our managed services business, OEM hardware programs, and related product lines, as well as supervision of cross-functional teams spanning product development, engineering, supply chain, customer success, and field operations. In the course of my duties, I have become intimately familiar with Stem’s technologies, system architecture, operational processes, and customer requirements, enabling me to speak with authority regarding the company’s capabilities, market approach, and day-to-day operations.

3. In my role, I have principal responsibility for Stem’s contracts with the Debtors and have participated in the postpetition negotiations with the Debtors regarding the requests to reject Stem’s contracts pursuant to the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Docket No. 88] (the “Rejection Motion”).

4. Stem uses batteries, invertors, HVAC systems, and other components purchased from the Debtors to provide turn-key battery energy storage system (“BESS”) units and optimizes their delivery of energy into the grid for sale using Stem’s proprietary software. Similar to the Ad Hoc Customer Group, Stem entered various contracts with the Debtors (the “Contracts”) pursuant

² All otherwise undefined terms have the meanings set forth in the Objection filed by the Ad Hoc Customer Group.

to which the Debtors agreed to supply, commission and maintain BESS units at energy projects throughout the United States (each a “Project”). In connection with each Project, Stem and the Debtors entered into a Long-Term Services Agreement (each, an “LTSA”) in which the Debtors agreed to ongoing maintenance, support, and servicing of the BESS units at such Project.

5. Under each LTSA, the Debtors granted, among other things, broad, perpetual licenses of intellectual property (the “Licenses,” and such intellectual property, the “Licensed IP”) in connection with the use and management of the BESS.

6. The Licensed IP and the other support services required under the Contracts are critical for the BESS to remain “online” and to operate safely and effectively. The Licensed IP is utilized for continuous monitoring, battery balancing, responding to instructions from independent system operators (“ISOs”), and safety alerts provided through the Debtors’ remote operations center (the “ROC”). Without the Licensed IP, the BESS may be overcharged, potentially resulting in increased heat generation that exceeds the batteries’ ability to dissipate. This phenomenon, known as “thermal runaway”, leads to a chain reaction that can cause fires, explosions, and toxic gas release.

7. Put simply, without a transition plan in place to ensure Stem is able to fully retain its contractual rights to the Licensed IP upon rejection of the Contracts as required under section 365(n)(1)(B) of the Bankruptcy Code, Stem will be unable to safely maintain and operate the BESS. While Stem had productive conversations regarding a transition with the Debtors, no transition plan has been agreed to as of the filing of this Joinder.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 4th day of August 2025.

/s/ Mike Carlson
Mike Carlson